

revised
8/5/19COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO

CITY OF CINCINNATI,

CASE NO. A1905588

Plaintiff,

ENTERED

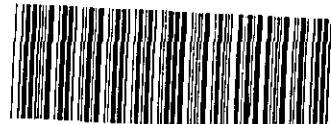
FEB 14 2020

v.

ORDER APPOINTING RECEIVER

JOHN KLOSTERMAN, et al.

Defendants.



D128139462

This case comes before the Court on the Plaintiff City of Cincinnati's Motion to Appoint Receiver under R.C. § 2735.01 and Complaint, the Answer of the Defendants, the evidence presented, and the filings and papers of record and the docket sheets in the case.

The Court having reviewed all evidence presented and considered all the circumstances and facts of the case, the presence of conditions and grounds justifying relief, the ends of justice, the rights of all the parties interested in the controversy and subject matter and the adequacy and effectiveness of all other remedies, and the Court further finding all necessary parties have been served with notice of this Motion to Appoint Receiver and are properly before this court, it is the opinion of the Court that the City has presented clear and convincing evidence that there is a need for a receiver to be appointed and that the motion is well taken and should be granted and therefore it is hereby ordered as follows.

1. Appointment of Receiver. Konza, LLC , by its Manager Ricard Boydston, is appointed as receiver pursuant to R.C. 2735.01 (A)(1) for the following real estate (collectively, the "Properties"):

tract #	address	parcel number	record owner	comp. count #

EXHIBIT

2

<u>tract #</u>	<u>address</u>	<u>parcel number</u>	<u>record owner</u>	<u>comp. count #</u>
1	671 Delhi Ave.	153-0002-0094	Boldface Properties LLC	1
2	679 Delhi Ave.	153-0002-0092	Boldface Properties LLC	2
3	794 Delhi Ave.	152-0039-0150	John Klosterman	3
4	742 Delhi Ave.	153-0003-0027	John Klosterman	5
5	793 Delhi Ave.	153-0003-0048	John Klosterman	8
6	753 Delhi Ave.	153-0003-0063	John Klosterman and Sue S. Klosterman	9
7A	652 Steiner Ave.	153-0002-0014	John Klosterman	10
7B	same	153-0002-0198	same	same
8	4053 Palos St.	179-0076-0161	John Campbell Klosterman	11
9A	639 Steiner Ave.	152-0042-0055	John Klosterman	12
9B	same	152-0042-0057	same	same
10A	638 Steiner Ave.	152-0042-0044	John Klosterman and Sue Klosterman	13
10B	938 Striker Ave.	152-0042-0043	same	same
10C	940 Stiker Ave.	152-0042-0045	same	same
10D	640 Steiner Ave.	152-0042-0172	same	same
11	632 Delhi Ave.	153-0002-0062	John C. Klosterman and Susan S. Klosterman	14
12	701 Delhi Ave.	153-0002-0091	John C. Klosterman and Susan S. Klosterman	15
13	659 Sedam St.	153-0002-0145	John C. Klosterman and Susan S. Klosterman	16
14A	667 Delhi Ave.	153-0002-0185	John C. Klosterman and Susan S. Klosterman	17
14B	646 Sedam St.	153-0002-0182	John C. Klosterman and Susan S. Klosterman	same
15	703 Delhi Ave.	153-0002-0090	Geneva Quatkemeyer	18
16	649 Steiner Ave.	153-0002-0057	Sedamsville Heritage Properties LLC	20
17	705 Delhi Ave.	153-0002-0089	Sedamsville Heritage Properties LLC	21
18A	654 Steiner Ave.	153-0002-0013	Sedamsville Heritage Properties LLC	22
18B	same	153-0002-0199	same	same
19	636 Delhi Ave.	153-0002-0064	Sedamsville Heritage Properties LLC	23
20	700 Delhi Ave.	153-0002-0037	Virginia Williamsburg LLC	24
21	685 Halsey Ave.	155-0048-0001	Virginia Williamsburg LLC	26
22	749 Sedam St.	153-0003-0094	Worldwide Mobile Latrine, Inc.	27
23	740 Delhi Ave.	153-0003-0028	Boldface Properties LLC	28
24	739 Sedam St.	153-0003-0089	Boldface Properties LLC	29

<u>tract #</u>	<u>address</u>	<u>parcel number</u>	<u>record owner</u>	<u>comp. count #</u>
25	702 Sedam St.	153-0002-0196	Emily Vets LLC	30
26	767 Steiner Ave.	153-0003-0003	Emily Vets LLC	31
27	764 Delhi Ave.	153-0003-0004	Emily Vets LLC	32
28	762 Delhi Ave.	153-0003-0006	Emily Vets LLC	33
29	756 Delhi Ave.	153-0003-0008	Emily Vets LLC	34
30	732 Delhi Ave.	153-0003-0036	Emily Vets LLC	35
31	730 Delhi Ave.	153-0003-0038	Emily Vets LLC	36
32	728 Delhi Pk.	153-0003-0040	Emily Vets LLC	37
33	789 Delhi Ave.	153-0003-0050	Emily Vets LLC	38
34	787 Delhi Ave.	153-0003-0052	Emily Vets LLC	39
35	773 Delhi Ave.	153-0003-0055	Emily Vets LLC	41
36	737 Delhi Ave.	153-0003-0070	Emily Vets LLC	42
37	735 Delhi Ave.	153-0003-0072	Emily Vets LLC	43
38	733 Delhi Ave.	153-0003-0073	Emily Vets LLC	44
39	714 Delhi Ave.	153-0002-0082	Emily Vets LLC	45
40	709 Delhi Ave.	153-0002-0086	Emily Vets LLC	47
41	626 Steiner Ave.	152-0042-0168	Virginia Williamsburg LLC	48
42	637 Steiner Ave.	152-0042-0059	Klosterman John & Sue	49
43	759 Delhi Ave.	153-0003-0060	Klosterman John & Sue	50
44	712 Steiner Ave.	152-0038-0011	Klosterman John & Susan	51
45	757 Delhi Ave.	153-0003-0061	Klosterman John & Susan S	52
46	755 Delhi Ave.	153-0003-0062	Klosterman John & Susan S	same
47	751 Delhi Ave.	153-0003-0064	Klosterman John & Sue S	53
48	624 Stainer Ave.	152-0042-0032	Virginia Williamsburg LLC	54
49	924 Striker Ave.	152-0042-0031	Virginia Williamsburg LLC	same
50	624 Steiner Ave.	152-0042-0166	Virginia Williamsburg LLC	56
51	621 Steiner Ave.	152-0042-0067	Sedamsville Historical Society	57
52	619 Steiner Ave.	152-0042-0069	Sedamsville Historical Society	58
53	769 Delhi Ave.	153-0003-0056	Virginia Williamsburg LLC	59
54	767 Delhi Ave.	153-0003-0058	Virginia Williamsburg LLC	same
55	626 Steiner Ave.	152-0042-0034	Virginia Williamsburg LLC	48
56	679 Fernland Ave.	153-0002-0154	Virginia Williamsburg LLC	60
57	677 Halsey Ave.	153-0002-0155	Virginia Williamsburg LLC	Same
58	628 Delhi Ave.	152-0041-0058	Virginia Williamsburg LLC	61
59	649 Sedam St.	153-0002-0140	Virginia Williamsburg LLC	62

2. Bond. The Receiver shall post a bond of \$1,000.00 with the Clerk of Court.
3. Powers of Receiver. The Receiver shall have all powers of a receiver under R.C.

Chapter 2735 as to the Properties and as well as pursuant to all orders issued by the Court in this

case. The Receiver shall have the authority to take any action to manage, maintain, preserve, lease and rent all of the Properties. The Receiver shall also have the authority to sell any and all of the Properties subject to further order of the Court. The Receiver is authorized to do the following:

- A. initiate, prosecute, defend, compromise, adjust, intervene in, or become party to such actions or proceedings in state or federal court as may in the opinion of the Receiver be necessary for the protection, maintenance and preservation of the Properties or carrying out the terms of this Order including, but not limited to, the filing of a tax valuation appeal with respect to any of the Properties;
- B. employ such attorneys, managers, agents, and persons as its judgment are advisable or necessary for performance of the duties of the Receiver; and
- C. retain contractors and other persons and entities to make repairs to the Properties and to Maintain the Properties.

4. Limited Liability. In carrying out its duties, the Receiver is entitled to act in the exercise of its own business judgment as the Receiver deems appropriate within its sole discretion. The Receiver shall not be liable for any action taken or not taken by it in good faith and shall not be liable for any mistake or fact or error of judgment or for any actions or omissions of any kind unless caused by willful misconduct or gross negligence. All owners of the Properties shall indemnify, hold harmless, and defend the Receiver from and against any and all liabilities, costs, and expenses including, but not limited to and other fees and expenses incurred by it arising from or in any way connected to the performance of its duties as receiver. The Receiver shall have no personal liability for any environmental matter with respect to any of

the Properties.

5. Turnover to Receiver. Defendants John Klosterman, Susan Klosterman, Jimmy Smith, Estate of Geneva Quatkemeyer, Sedamsville Heritage Properties LLC, Jeremy Tausch, Boldface Properties LLC, Virginia Williamsburg LLC, Emily Vets LLC, Emily Klosterman, Sedamsville Historical Society and Worldwide Mobile Latrine, Inc. (collectively, the “Owner Defendants”) and their respective agents, employees, representatives and creditors are hereby prohibited from taking any act interfering in any way with the acts of the Receiver and from in any way, manner, or means, wasting, disposing of, transferring, selling, assigning, or pledging any of the Properties; and, upon request of the Receiver or its agents, the foregoing persons and entities shall promptly:

- A. make available to the Receiver all of the books, records, computer hardware and software (including computer programs, data bases, disks and all other mediums), relating to the Properties and
- B. disclose the nature, amount, and location of any and all assets, books, computer hardware and software (including computer programs, data bases, disks and all other mediums), and records that are in any way connected with any of the Properties.

6. Payment of Rent to Receiver. All amounts due by any person by reason of any past or present occupancy or use of any of the Properties shall be immediately and fully paid to the Receiver. All rent due by all tenants of the Properties shall be paid to the Receiver.

7. Cooperation with Receiver. All persons to whom notice of this Order is given shall immediately and at all times cooperate with the Receiver and promptly and fully respond to all reasonable requests made by the Receiver for the benefit of any of the Properties.

8. Injunction. All persons to whom notice of this Order is given are enjoined and stayed from:

- A. commencing or continuing any action at law or suit or proceeding in equity to foreclose any lien or enforce any claim against any of the Properties or the Receiver;
- B. executing or issuing or causing the execution or issuance out of any Court of any writ, process, summons, attachment, subpoena, replevin, execution or other process for the purpose of impounding or taking possession of or interfering with, or enforcing any claim or lien upon any of the Properties or the books, records, revenues, profits and related assets associated with the Property, the Receivership Assets, or upon the Receiver; and
- C. doing any act or thing whatsoever which may impair, impede or interfere with the Receiver in the discharge of the performance of its duties and powers.

9. Utilities. Every person and entity providing any service to any of the Properties (including, but not limited to, electricity, gas, sewer, water, trash collection, telephone and cable):

- A. is prohibited from discontinuing service to any of the Properties based upon any unpaid bills incurred prior to the date of the entry of this order;
- B. shall forthwith deliver to the Receiver all deposits held with respect to any of the Properties and shall be prohibited from demanding that Receiver deposit additional funds in advance to maintain or secure such services;
- C. shall promptly open new accounts under the name of the receivership and shall be prohibited from discontinuing services while the new receivership

account is in the process of being established.

10. Communications with Tenants. The Owner Defendants and all agents, affiliates other persons connected with any of them are enjoined and prohibited from discussing this receivership with any tenant or other occupant of any of the Properties.

11. Pre-receivership expenses. The Receiver shall not be liable for any expense or account payable with regard to any of the Properties incurred prior to the entry of this Order.

12. Claims Against Receiver. No person or entity shall file suit against the Receiver, take other action against the Receiver, or execute against the Properties, without an explicit and prior order of this Court permitting the suit or action.

13. Limitation of Receiver Liability to Creditors. The Receiver and its employees, agents, and attorneys shall have no personal liability in connection with any claims, liabilities, obligations, liens or amounts owned to any person or entity with regard to the Properties or arising out of or related to the receivership.

14. Bank Accounts. All person and entities (including, but not limited, to all banks) shall promptly and fully deliver to the Receiver all funds arising out of any of the Properties and provide to the Receiver all records requested by the Receiver relating to any of the Properties.

15. Injunction as to John Klosterman and Susan Klosterman. Defendants John Klosterman and Susan Klosterman are specifically enjoined from (A) communicating with any tenants of the Properties and (B) entering into or on any of the Properties for any reason whatsoever except upon the express prior written request of the Receiver.

16. Receiver Advances. The Receiver may advance funds incurred in connection with the performance of the duties of receiver (collectively, “Receiver Advances”) and all Receiver Advances shall be a first and best lien on all the Properties.

17. Sales. The Receiver may sell any and all of the Properties either through the Sheriff of Hamilton County, Ohio as to any of the Properties and by the Receiver as to any of the Properties as may be approved by order entered by the Court.

18. Receiver Compensation and Reimbursement of Expenses. The Receiver shall be entitled to reasonable compensation for services rendered and to reimbursement for expenses incurred, all as approved by the Court. All compensation and reimbursement of expenses awarded by the Court to the Receiver shall be an administrative expense priority in this case and for those arising from the Properties, a first and best lien on the Properties.

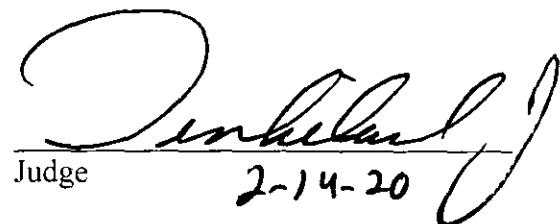
19. Liability of Receiver. Neither the Receiver nor Plaintiff shall be liable for any expense or account payable with regard to any of the Properties incurred prior to the Receiver's taking possession of the Properties. Neither the Receiver nor Plaintiff shall be liable for any expenses or accounts payable with regard to the Properties incurred after the Receiver's taking control and possession of the Properties unless the Plaintiff or Receiver shall specifically and in writing assume and accept liability for any particular expense or account payable with regard to the Properties. Except for damages, loss and liability resulting from the gross negligence or willful misconduct of the Receiver, the Receiver's liability for any loss or damages shall be limited to the assets of the receivership and the bond posted in accordance with this Order.

20. Taxes. The Receiver shall not be responsible for the preparation or filing of any tax return for any of the Properties or for any of the Owner Defendants including, but not limited to, with respect to income, commercial activity, gross receipts, personal property, real estate or sales and use.

21. Reports. The Receiver shall file a report within thirty days of the entry of this Order and monthly thereafter.

22. Final Order. The Court expressly determines pursuant to Civ. R. 54(B) that there is no just reason for delay. This is a final and appealable order.

SO ORDERED.



Judge
2-14-20

19709639.1

MAGISTRATE

FEB 13 2020

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